

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

RICHARD SNYDER,)	
)	
Plaintiff,)	
)	
v.)	C.A. No. 07-00066 GMS
)	
GPM 2, LLC, CHRISTY)	
MANAGEMENT, LLC, BONNIE)	
BENSON, P.A., THE FELTON BANK)	
OF DELAWARE, JAMES P. CONNOR,)	
JR., UNKNOWN TITLE INSURANCE)	
COMPANY and SERGOVIC & ELLIS,)	
P.A.,)	
)	
Defendants.)	

DEFENDANT BENSON, P.A.'S RENEWED MOTION TO DISMISS

COMES NOW Defendant Bonnie Benson, P.A., and moves to dismiss Plaintiff's Amended Complaint for:

1. Lack of subject matter jurisdiction – Fed.R.Civ.P. 12(b)(1); and
2. Failure to state a claim upon which relief can be granted – Fed.R.Civ.P. (12)(6).

The grounds for this Renewed Motion are set forth in Defendant Benson's April 19, 2006 Opening Brief in support of its Motion to Dismiss filed simultaneously herewith as well as the arguments set forth in Defendant Christy Management, LLC's in support of its March 29, 2007 Motion, both of which is adopted by this reference pursuant to Fed.R.Civ.P. 10(c).

3. Release. The grounds for this aspect are that Plaintiff Snyder attempted to state a claim against Defendant Benson based upon service as counsel for Defendant Christy Management, LLC, and on August 4, 2007, Plaintiff Snyder released and forever discharged any claim he asserted against Defendant Christy and its attorneys (Exhibit A hereto).

Respectfully submitted,


/s/ JEFFREY M. WEINER, ESQUIRE #403

JEFFREY M. WEINER, ESQUIRE #403

1332 King Street

Wilmington, DE 19801

(302) 652-0505

Counsel for Defendant Bonnie Benson, P.A.

DATED: August 13, 2007

CERTIFICATE OF SERVICE


I, Jeffrey M. Weiner, Esquire, hereby certify that copies of **Defendant Benson, P.A.'s Renewed Motion to Dismiss** were E-served this 13th day of August, 2007, as follows:

JOHN H. NEWCOMER, JR., ESQUIRE
Morris, James LLP
222 Delaware Avenue
P.O. Box 2306
Wilmington, Delaware 19899
Counsel for Defendants Felton Bank and Christy Management

MICHAEL R. ROBINSON, ESQUIRE
Saul Ewing
222 Delaware Avenue, Suite 1200
P.O. Box 1266
Wilmington, Delaware 19899-1266
Counsel for Defendant GPM2

BY MAIL:

RICHARD SNYDER
P.O. Box 374
Davidsonville, Maryland 21035


/s/ JEFFREY M. WEINER, ESQUIRE #403
JEFFREY M. WEINER, ESQUIRE #403
1332 King Street
Wilmington, DE 19801
(302) 652-0505
Counsel for Defendant Bonnie Benson, P.A.

AGREEMENT AND RELEASE

THIS AGREEMENT AND RELEASE ("Release") is made this 4 day of August 2007, by and among Christy Management, LLC ("Christy"), and Richard Snyder, ("Snyder").

WHEREAS, Snyder has filed an action in the United State District Court for the District of Delaware, C.A. No. 07-00066 GMS (the "Action") against Christy and others relating to property located 501-503 E. Market Street, Georgetown, Delaware (the "Property"); and

WHEREAS, the parties desire to resolve all claims that Snyder may have against the Property, Christy and/or any representatives of Christy, whether or not such claims were asserted in the Action.

NOW, THEREFORE, in consideration of the promises, rights and benefits set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Christy agrees :



2. Snyder hereby releases and forever discharges Christy, its officers, agents, members (specifically including, but not limited to, Salman Choudhary), employees, representatives, attorneys, insurers, successors and assigns, and the Property (collectively

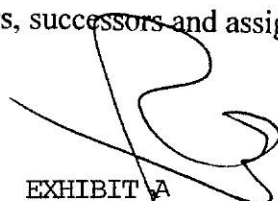



EXHIBIT A


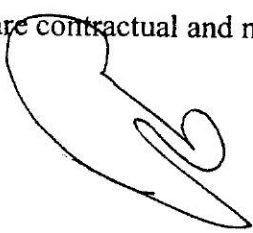


the "Releasees"), of and from all manner of actions, causes of action, claims and demands whatsoever, in law, in admiralty, or in equity, specifically including all claims for consequential or punitive damages, which against Releasees, Snyder ever had, now has or which his predecessors, successors, and any assigns, hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever pertaining to any and all damages and injuries, known or unknown, suspected or unsuspected, under federal, state or local law, arising from or growing out of the subject matter of the Action, or which could have been asserted therein, and any damages arising from or related to an Agreement of Sale between Snyder and GPM2, LLC, a copy of which is recorded in the Office of the Recorder of Deeds in and for Sussex County in Deed Book 3350, Page 5. As clarification of the foregoing, and not by way of limitation, Snyder specifically releases any right, title or interest that he may have to the Property.

3. Snyder acknowledges that this settlement is the compromise of a disputed claim and that this  is not to be construed as an admission of liability on the part of Releasees, by each of whom liability is expressly denied.

4. Snyder further understands that the damages sustained by him are or may be yet unknown or unmanifested. Snyder intends this release to include all claims relating to all such damages.

5. Snyder relies wholly upon its own judgment in signing this release and not upon any representation by Releasees as to the nature, extent or duration of Snyder's damages or as to the effect of this release, the making of any such representations being specifically denied. This release contains the entire agreement between the parties thereto and its terms are contractual and not a mere recital.



6. This Release shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

7. This Release is the entire agreement between the parties with respect to this subject matter. No representation, inducement, agreement, promise, or undertaking altering, modifying, taking from or adding to the terms and conditions hereof shall have any force or validity unless the same is in writing and executed by the parties.

8. This Release shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of laws principles thereof.

9. This Release may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Release under seal on the day and year first written above.

Attest

Sandra House
Witness

BY:

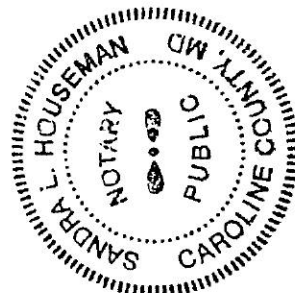
CHRISTY MANAGEMENT, LLC

Salman Choudhary (SEAL)
Salman Choudhary

Richard Snyder (SEAL)
Richard Snyder 4 Aug 2007

* In the future, I am also Releasing MR. Richard Snyder for any claims and damages past, Present or future in regards Salman Choudhary and the Property.

Caroline County, State of Maryland
Subscribed and sworn to before me
this 4 day of Aug, 2007
by Salman Choudhary & Richard Snyder
Sandra House Notary Public
SANDRA L. HOUSEMAN
My commission expires September 1, 2010



STATE OF Maryland :
 : SS.
Caroline COUNTY :

I hereby certify that on this 4 day of August, 2007, before me, a Notary Public in the aforesaid county, personally appeared Salman Choudhary, personally known to me, who being by me duly sworn did say that he is an authorized member of Christy Management, LLC, and that he signed the foregoing instrument on behalf of the entity and acknowledged said instrument to be his free act and deed on behalf of said entity.

Sandra L Houseman
Notary Public
Name: Sandra L Houseman
My commission expires:
Sept 1, 2010



STATE OF Maryland :
 : SS.
Caroline COUNTY :

I hereby certify that on this 4 day of August, 2007, before me, a Notary Public in the aforesaid county, personally appeared Richard Snyder, personally known to me, who being by me duly sworn did say that he signed the foregoing instrument and acknowledged said instrument to be his free act and deed.

Sandra L Houseman
Notary Public
Name: Sandra L Houseman
My commission expires:
Sept 1, 2010

